



28 June 2016

Subject: Clarification the Jobs for Montana's Graduates (JMG) memo of agreement (MOA).

To: All Jobs for Montana's Graduates Career Specials

From: Erica Swanson, JMG State Director, Montana Department of Labor and Industry

1. The purpose of the JMG MOA is to ensure all parties understand and agree to the requirements as established by JMG and Jobs for America Graduates when implementing a JMG program.
2. The 2016/17 MOA has been changed to better define the performance requirements and expectations. The JMG program requirements as outlined in the MOA follow:

2016-2017 JMG MEMORANDUM OF AGREEMENT

SECTION 1 - PURPOSE

1. The purpose of this MOA is for the Contractor to implement the Jobs for Montana's Graduates comprehensive model, which is affiliated with the national organization of Jobs for America Graduates (JAG).

SECTION 2 - SCOPE OF MOA

2.1. Jobs for Montana's Graduates will provide to the Contractor:

- Program training manuals
- Curriculum
- Professional Development
 - Two annual training seminars
 - Two annual site visits
 - Two annual performance reports
- Technical assistance
- National Data system access
- Two annual student conferences

2.2. Contractor will employ a Career Specialist who takes personal responsibility for JMG students in need of further assistance completing an educational program or securing and holding a job.

2.3. Contractor will implement the JMG program requirements for grades 9 through 12 using provided curriculum, resources and tools focused on the following:

2.3.1. Montana Career Association (MCA): The MCA is a student led organization used to enhance a sense of ownership among participants, to provide pride of membership (belonging), to involve program participation, to recognize participation, to reinforce JMG competencies, and to develop, practice and refine personal and leadership skills.

- The Career Specialist serves as the advisor to the MCA chapter comprised of students on the JMG program roster.
- Student officers will be elected or appointed by the MCA membership to lead the chapter.



- The chapter will conduct an Initiation and Installation (I&I) Ceremony shortly after the start of the program year.
- Chapter members (with guidance from the Chapter Advisor/Career Specialist) will develop a Plan of Work that includes:
 - Leadership development activities
 - Career development activities
 - Social activities
 - Civic activities
 - Fundraising activities
- The MCA will participate in two annual JMG conferences a year where JMG students are provided opportunities to show case the skills they have learned throughout the year and development leadership skills.
 - LEAD Montana: 25 October 2016 in Helena
 - IGNITE Montana: 26 & 27 April 2017 in Billings
- **Failure to meet the Montana Career Association guidelines can lead to a program funding reduction of up to 50% for the next school year.**

2.3.2. National Data Base Participation: The JMG Career Specialist will capture data using the Electronic National Data Management System (e-NDMS). JAG will use e-NDMS reports to monitor compliance to the JAG Model, quality assurance, and program improvement. All data and information captured using e-NDMS will be documented and verified ensuring the integrity of the database.

- Data will be collected in three general categories
 - Participants served,
 - Services delivered
 - Outcomes achieved
- Data will be reported for 100% of program participants
- Data will be reported monthly from 1 September 2016 through 15 June 2017
- All data requirements will be completed on or before the established deadline.
- Data entry deadlines and requirements for the 2016/17 school year are:
 - 19 September 2016
 - 2016/17 Student Profiles
 - Return-to-School status
 - Follow-up contact information for 2015/16 grades 8 & 12
 - Job/School placement information for 2015/16 grades 8 & 12
 - Model Services
 - 24 October 2016
 - 2016/17 Student Profiles
 - Follow-up contact information for 2015/16 grades 8 & 12
 - Job/School placement information for 2015/16 grades 8 & 12
 - Model Services
 - 21 November 2016
 - 2016/17 Student Profiles
 - Follow-up contact information for 2015/16 grades 8 & 12
 - Job/School placement information for 2015/16 grades 8 & 12
 - Model Services
 - 19 December 2016
 - Model Services
 - Follow-up contact information for 2015/16 grades 8 & 12



- Job/School placement information for 2015/16 grades 8 & 12
- 23 January 2017
 - Enter Student Profiles for all new second semester JMG Students
 - Model Services
 - Follow-up contact information for 2015/16 grades 8 & 12
 - Job/School placement information for 2015/16 grades 8 & 12
- 21 February 2017
 - Model Services
 - Follow-up contact information for 2015/16 grades 8 & 12
 - Job/School placement information for 2015/16 grades 8 & 12
- 27 March 2017
 - Model Services
 - Follow-up contact information for 2015/16 grades 8 & 12
 - Job/School placement information for 2015/16 grades 8 & 12
- 17 April 2017
 - Model Services
 - Follow-up contact information for 2015/16 grades 8 & 12
 - Job/School placement Information for 2015/16 grades 8 & 12
- 15 May 2017
 - Graduation Dates
 - End of Year Status
 - Scholarship
 - Model Services
 - Follow-up contact information for 2015/16 grades 8 & 12
 - Job/School placement Information for 2015/16 grades 8 & 12
- **Failure to meet e-NDMS reporting requirements and deadlines can lead to a program funding reduction of up to 50% for the next school year.**

2.3.3. FOLLOW-UP SERVICES: JMG Career Specialist will contact and deliver follow-up services to program participants for the 12-month follow-up phase. Participants are expected to be in regular contact with program participants during the follow-up phase. The services delivered in the follow-up phase are as critical as those delivered in the in-school phase.

- Specialists shall make no less than one personal contact per month with graduates and non-graduates
- If a high school diploma or HiSET was not attained, Specialists will continue to provide guidance in completing requirements for a high school diploma or HiSET
- Data will be reported monthly from 1 September 2016 through 30 June 2018
- Contractor is obligated, even in the event of termination, to perform Follow-Up services for senior graduates and senior non-graduates as well as other JMG student participants through 30 June 2018.
- All data requirements will be completed on or before the established deadline.
- All follow-up information will be reported in the e-NDMS database on or before the deadlines established in paragraph 2.3.2.
- **Failure to meet Follow-up Services reporting requirements and deadlines can lead to a program funding reduction of up to 50% for the next school year.**



2.3.4. COMPETENCY ATTAINMENT: Career Specialists are responsible to meet JMG program performance standards and outcomes. The curriculum competencies are tools to be used when teaching JMG students and are the measurable data to determine which skills JMG students are learning.

- JMG Career Specialist will provide classroom instruction helping participants attain JAG's 37 core competencies.
- JMG instruction should focus on areas like:
 - Healthy Lifestyles: Such as value systems, goals, decision-making, maturity, positive self-image, positive attitude, and responsibility
 - Basic Communication Skills: Both verbal and written; life skills math and problem solving
 - Career Development: Occupational interests, aptitudes and abilities; career pathways; goal setting; job shadowing, internship and/or work experience
 - Job Attainment and Job Survival: Resumes, career search, application processes, interviews, employer expectations, time management, positive employee qualities and effective human relations
- JMG Career Specialist will use e-NDMS to report competency attainment contact hours when Model Services are entered into the e-NDMS database.
- **Failure to meet Competency Attainment requirements can lead to a program funding reduction of up to 30% for the next school year**

2.3.5. PARTICIPANT SELECTION: Program participants will be selected based on barriers to graduation and/or transition into the workforce or enrollment in a postsecondary education program leading to a career.

- JMG feels that the JMG program is for all students and a diverse class makeup can provide second and third order effects beyond that provide in the context of the classroom.
- Students with the greatest need should be selected for JMG but all students are eligible.
- An in-school Advisory Committee will be established which accept responsibility for participants selected for JMG services.
- The Advisory Committees will be comprised of stakeholders that are knowledgeable of the JMG Model and the program applications operating in the school.
- JMG Career Specialists shall make a concerted effort to examine school records (grades, attendance, suspensions, disciplinary, and guidance) as a means of selecting the right students.
- **Failure to meet Participant Selection requirements can lead to a program funding reduction of up to 20% for the next school year**

2.3.6. STUDENT LOAD: Student load is a critical consideration in delivering quality services and achieving performance goals. Specialists that exceed the number of participants as defined in the JMG Model place all participants in jeopardy of not achieving the targeted goals. Specialists that serve too few participants place the program in jeopardy since the cost per participant exceeds the JMG average.

- Contractor will have a minimum of 6 students in a JMG class
- Ideal size for a JMG program is 10-20 students
- **Failure to meet Student Load requirements can lead to a program funding reduction of up to 20% for the next school year**

2.3.7. EMPLOYER MARKETING AND JOB DEVELOPMENT: JMG Career Specialists will market the JMG program and the programs participates to employers who can provide quality jobs and work-based learning experiences. Quality jobs are those that provide full-time work, competitive salaries, safe working conditions, adequate job training, effective supervision, periodic performance appraisals, employment benefits (i.e., health insurance, employer financed education, etc.), and career advancement opportunities.



2.3.8. PROFESSIONAL DEVELOPMENT: Continuing professional development helps JMG Career Specialist maintain and enhance knowledge and skills, stay relevant and up to date, continue to make a meaningful contribution to the team, and stay interested and connected. JMG offers two state level training seminars as well as two site visits each year to provide current program information and assess program performance. JAG also provides national wide professional development opportunities. JMG professional development requirements are:

- JMG Career Specialist will participate in both JMG sponsored professional development opportunities.
- Contractor and JMG Career Specialist will participate in two monitoring visits throughout the school year.
- **Failure to meet Professional Development requirements can lead to a program funding reduction of up to 25% for the next school year**

SECTION 3 - PAYMENT

3.1. JMG shall pay Contractor a sum not to exceed \$ X,XXX.XX for performance of Contractor's duties.

3.2. Contractor must meet the following criteria to receive the full contracted amount for the school year 2016-2017.

- Minimum of 6 students in the JMG class and reported on e-NDMS roster.
- Career Specialist will attend JMG sponsored Professional Development.
- Students' attendance at the Lead Montana and IGNITE Montana conferences.
- Monthly Database requirements have been met.
- Penalties for not meeting requirements are provided in paragraph 2.3.

SECTION 4 - TIME OF PERFORMANCE

4.1. The obligations of this MOA will commence upon execution of the MOA by all parties and cover expenses associated only with those services described in Section 2 and 3. The obligation for time of performance is primarily **July 1, 2016 through June 30, 2017.**

4.2. Contractor's obligation to perform student follow-up as provided by this MOA continues for one year after the expiration of the MOA.

4.3. Contractor's obligation to maintain records as provided by this MOA continues for three years after the expiration of the term of the MOA.

SECTION 5 - AUDIT

5.1. The Contractor will maintain reasonable records related to this MOA and reimbursements made under the terms of this MOA. Contractor agrees that the Legislative Auditor and Department of Labor & Industry may audit all records, reports and other documents that are directly related to the payments made to the Contractor under the terms of this MOA. Such records, reports or other documents may be audited at any reasonable time.

SECTION 6 - ASSIGNMENTS



6.1. The parties mutually agree that there will be no assignment, transfer or subcontracting of the MOA or any interest therein, unless agreed to by both parties in writing as approved in Section 8, Modifications.

SECTION 7 - RECORDS

7.1. The Contractor shall record all information and data obtained under this MOA, and shall make such information available to the Jobs for Montana's Graduates upon request.

SECTION 8 - MODIFICATIONS

8.1. No letter or other communication passing between the parties to this MOA, concerning any matter during the MOA period, shall be deemed a part of the MOA unless it is distinctly stated in such letter of communication that it is to constitute a part of this MOA, and such letter or communication is attached as an Appendix to this MOA and is signed by the authorized representatives of each of the parties to this MOA.

8.2 The Contractor may not otherwise modify the terms of this MOA without the JMG's written approval.

SECTION 9 - SUCCESSORS AND ASSIGNEES

9.1. This MOA shall be binding upon all successors and assignees of the Contractor, including successors in interest.

SECTION 10 - LIMITS OF MOA

10.1. This MOA contains the entire agreement between the parties, and no statements, promises of inducements made by either party, or agency of either party, which are not contained in the written MOA shall be valid or binding; and this MOA may not be enlarged, modified, or altered except as provided in Section 8, Modifications.

SECTION 11 - LIAISON

11.1. The JMG's representative for purposes associated with this MOA is:

Erica Swanson
Workforce Programs Bureau
Jobs for Montana's Graduates
Department of Labor & Industry
PO Box 1728, Helena, Montana 59624-1728
(406) 444-0978
eswanson@mt.gov

11.2 The Contractor's representative for purposes associated with this MOA is: School administration



SECTION 12 - TERMINATION

12.1. This MOA shall continue in force and govern all transactions between the parties for the term stated in Section 4.

12.2. This MOA will terminate **June 30, 2017**. The in-school portion of the Program will operate **July 1, 2016** through **June 30, 2017**. Despite termination of this MOA on **June 30, 2017**, the Contractor is obligated to perform Follow-Up of senior graduates and senior non-graduates; as well as other JMG student participants through **June 30, 2018**.

12.3. If for any reason the Contractor fails to fulfill its obligations in a timely and proper manner, or violates the terms of this MOA, JMG may terminate this MOA. JMG may also terminate this MOA upon the termination of state and/or federal funding for the purposes of this MOA. JMG may terminate this MOA for the reasons stated above by giving thirty days' written notice, by certified mail, return receipt requested, to the Contractor. The notice shall state the reason for the termination and the effective date of termination. In such event, the Contractor will not be relieved of liability for damages sustained by JMG.

12.4. The Contractor may terminate this MOA if JMG fails to perform its obligations specified in this MOA in a timely and proper manner. The Contractor may terminate this MOA for the reason stated above by giving thirty days' written notice, by certified mail, return receipt requested, to: Jobs for Montana's Graduates, address is: Oversight and Workforce Services Division, Jobs for Montana's Graduates, Department of Labor & Industry, PO Box 1728, Helena, Montana 59624-1728. The notice shall state the reason for termination and the effective date of termination. In the event of termination, JMG shall pay the Contractor for the work performed or services rendered through the date of termination.

12.5. Should the Contractor decide to terminate JMG and the Program, any remaining funds not used must be returned to the State of Montana's Department of Labor and Industry, in the form of a check made payable to the Jobs for Montana's Graduates

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